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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 FOUR JAYS MUSIC COMPANY and  
11 JULIA RIVA,

12 Plaintiffs,

13 v.

14 AMAZON.COM, INC., AMAZON  
15 DIGITAL SERVICES LLC,  
16 VALLEYARM DIGITAL LIMITED,  
17 LENANDES LTD, GIACOMO VERANI,  
18 and LIMITLESS INT. RECORDINGS,

19 Defendants.  
20

**COMPLAINT FOR  
COPYRIGHT INFRINGEMENT  
JURY DEMAND**

**Basis for Jurisdiction**

21 1. The Court has jurisdiction over the subject matter of this action against  
22 Defendants Google LLC, Valleyarm Digital Limited, Lenandes Ltd, Giacomo Verani,  
23 and Limitless Int. Recordings pursuant to 28 U.S.C. § 1338(a) because this is an action  
24 for copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§  
25 101, 106, 115, 501, 602 *et seq.*  
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## Introduction

2. Plaintiffs are the legal and/or beneficial copyright owners of musical works authored by Harry Warren, one of the premier composers of American music.

3. Harry Warren wrote over 800 songs, including *At Last*, *Chattanooga Choo Choo*, *I Only Have Eyes for You*, *You Must Have Been a Beautiful Baby*, *Jeepers Creepers*, *The Gold Diggers' Song (We're in the Money)*, *Lullaby of Broadway*, *You'll Never Know*, *On the Atchison, Topeka and the Santa Fe*, *That's Amore*, *Nagasaki*, *There Will Never Be Another You*, and *The More I See You*.

4. The Composition Chart annexed as Exhibit A provides a list of Plaintiffs' copyrighted compositions at issue in this case (the "Subject Compositions").

5. The works of Warren have been recorded by the most prominent jazz and popular artists of all time, including Benny Goodman, Bing Crosby, Cab Calloway, Charlie Parker, Coleman Hawkins, Count Basie, Dean Martin, Ella Fitzgerald, Frank Sinatra, Glen Miller, John Coltrane, Judy Garland, Louis Armstrong, Miles Davis, Ray Charles, and Shirley Bassey, Tony Bennett, and Sarah Vaughan to name only a few. These monumental works of art are, quite literally, national treasures.

6. These and other recordings of Plaintiffs' copyrighted musical works have been pirated by the Defendants in this case. Defendants are all players in the digital music business that participate in, and jointly profit from, making digital phonorecord deliveries (*i.e.*, downloads) of pirated recordings of the Subject Compositions.

7. Digital phonorecord deliveries of musical recordings constitute a reproduction and distribution of the musical work embodied in the digital recording and require a license from the copyright owner of the musical composition, sometimes referred to as a "mechanical license."

1           8. Defendants have failed to obtain any license that would authorize them  
2 to reproduce, distribute, or sell the recordings of the Subject Compositions identified  
3 on Exhibit B and, as a result, Defendants have infringed Plaintiffs' exclusive rights of  
4 reproduction and distribution of the Subject Compositions under 17 U.S.C. §§  
5 106(1)(3).

6           9. Further, the activity of making digital phonorecord deliveries of pirated  
7 recordings of the Subject Compositions does not qualify for a compulsory license or  
8 as a covered activity under Section 115 of the Copyright Act.

9           10. A list of the pirated recordings of the Subject Compositions that  
10 Defendants have reproduced and distributed without authorization, including by  
11 making digital phonorecord deliveries, thus far identified, is set forth in the  
12 Infringement Chart (Exh. B).

13           11. All of the recordings identified on Exhibit B are pirated. Plaintiffs have  
14 thus far identified over 60 pirated recordings of the Subject Compositions that have  
15 been separately reproduced and distributed as digital phonorecord deliveries by  
16 Defendants in the on Amazon store as set forth in the Infringement Chart annexed as  
17 Exhibit B. Defendants have infringed these works in a concerted and distinct  
18 distribution chain.

19                           **Defendants' Piracy is Massive and Flagrant**

20           12. The scope and flagrant nature of Defendants' piracy cannot be  
21 understated. It is obvious that the recordings listed in Exhibit B are pirated by virtue  
22 of the scope of the Limitless catalog, the replication of the original album artwork  
23 (while removing the original label logos), and the continued distribution of legitimate  
24 versions of the recordings by the rightful record label owners on Amazon.

25           13. Limitless, which has no web presence and no listing on Discogs.com, is  
26 selling recordings by virtually every well-known recording artist from the 1930s  
27  
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through the 1960s, including Frank Sinatra, Ella Fitzgerald, Miles Davis, Louis Armstrong, Mel Torme, Ray Charles, Tony Bennet, and Judy Garland.

14. In addition, strong evidence of the piracy can be gleaned directly from Amazon store from the comparison of the bootlegged Limitless catalog entries side-by-side with legal recordings being sold by legitimate record labels.

15. For example, Album cover art has been an essential part of the packaging and marketing and labels have taken great care to create album artwork commensurate with the music it accompanied. Not so with Limitless, which has often either stolen the album art and music wholesale or employed stock artwork for its bootlegged albums.

16. Invariably, Limitless has simply applied a silver border with its name written around the original release artwork and obscuring the original label logo as exemplified by the following screenshots comparing the Limitless release with the original:



17. In many instances, on Amazon is selling the legitimate release by the original label side by side with Limitless' bootlegged copy. For example, in 1962,



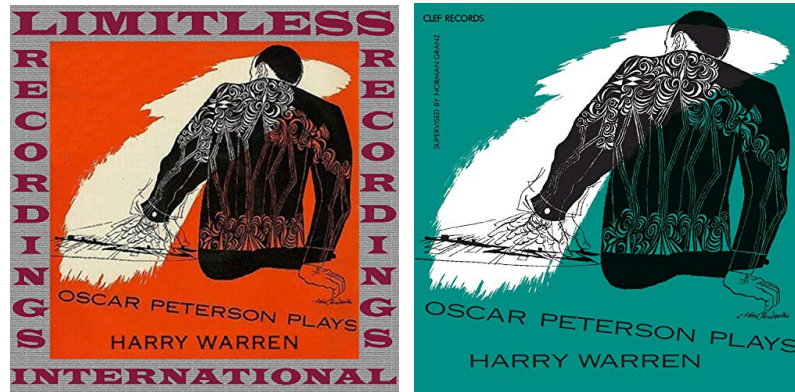
Capitol Records released the Bobby Darin's album, Look At Me Now, which included his recording of the Warren composition *You'll Never Know*. Capitol sells the recording on Amazon in direct competition with Defendants, who sell their pirated copy at a significant discount. In addition, Defendants have appropriated the recording and artwork (eliminating the Capitol logo) as evidenced by the following screenshot:



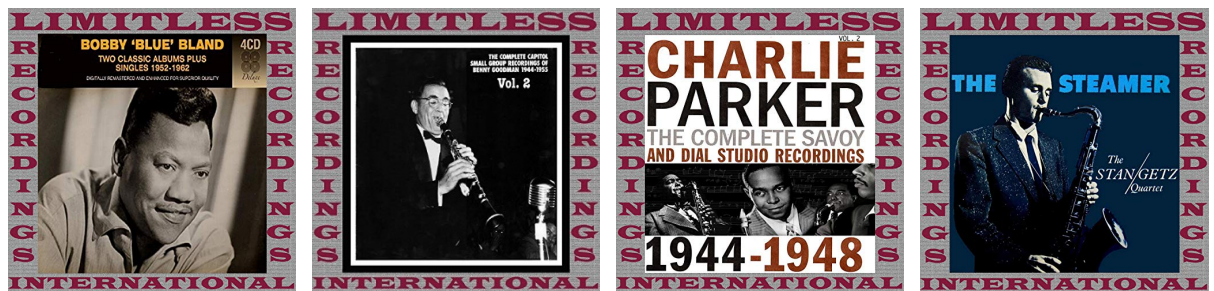
18. Similarly, in 1960, MGM Records (now part of Universal Music Group) released Connie Francis's recording of the Warren composition *That's Amore* as part of the More Italian Favorites album. Universal continues to sell the recording on Amazon in direct competition with Defendants. Once again, Defendants have appropriated the original recording and artwork, as evidenced by the following screenshots:



19. Similarly, in 1954, Clef Records (now Verve) released eleven of Warren's works recorded by one of the greatest jazz pianists, Oscar Peterson. Verve is still selling the album and individual tracks, including on Amazon. Defendants have bootlegged the entire album, altered the album artwork slightly, and are underselling the Verve legitimate version:



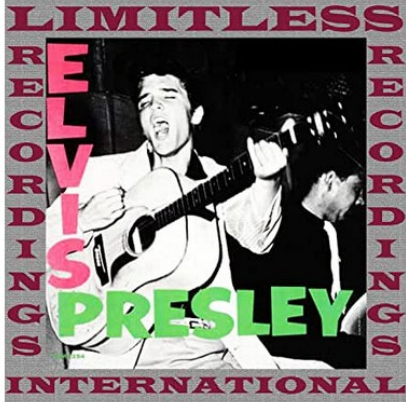
20. The scope and scale of Defendants' piracy operation cannot be understated. Defendants have, on occasion, flagrantly bootlegged an entire label's catalog for a particular artist. For example, as shown in the following screenshots, Defendants claim to have compiled: (a) The Singles of Bobby Bland; (b) The Complete Capitol Small Group Recordings of Benny Goodman; (c) The Complete Savoy And Dial Studio Recordings of Charlie Parker; and (d) The Steamer, Complete Sessions of The Stan Getz Quartet:



21. In addition to the pirated recordings of Plaintiffs' compositions, Defendants have distributed a broad and deep catalog of thousands of other pirated recordings through the Amazon store, including many entire albums of seminal

musical works. For example, the Limitless catalog available in the Amazon store includes the following seminal albums:


a. Elvis Presley's debut album, Elvis Presley:



**Rock n' Roll**  
by Elvis Presley

**MP3 Music**  
Listen with Music Unlimited  
Or \$6.99 to buy MP3

b. Surfin' USA, by The Beach Boys:



**Surfin' USA**  
by The Beach Boys

**MP3 Music**  
Listen with Music Unlimited  
Or \$6.99 to buy MP3

c. James Brown's debut album, Please, Please, Please:



**Please Please Please**  
by James Brown And His Famous Flames

★★★★☆ ~ 14

**MP3 Music**  
Listen with Music Unlimited  
Or \$6.99 to buy MP3

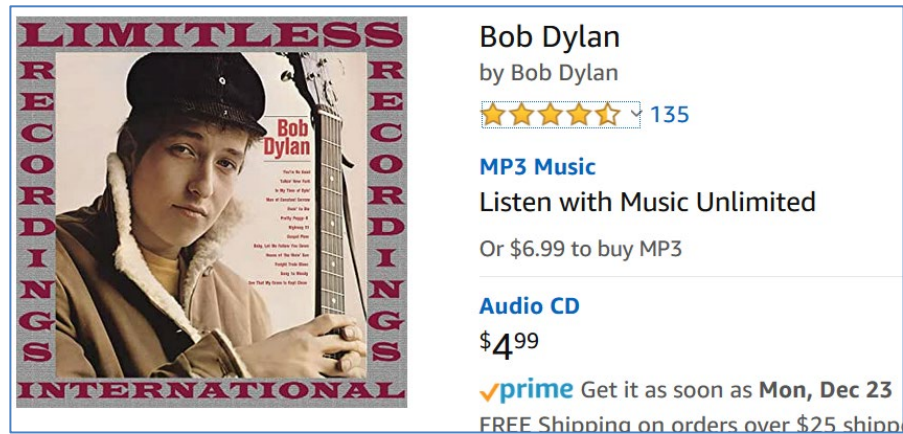
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**Audio CD**  
**\$9.99**

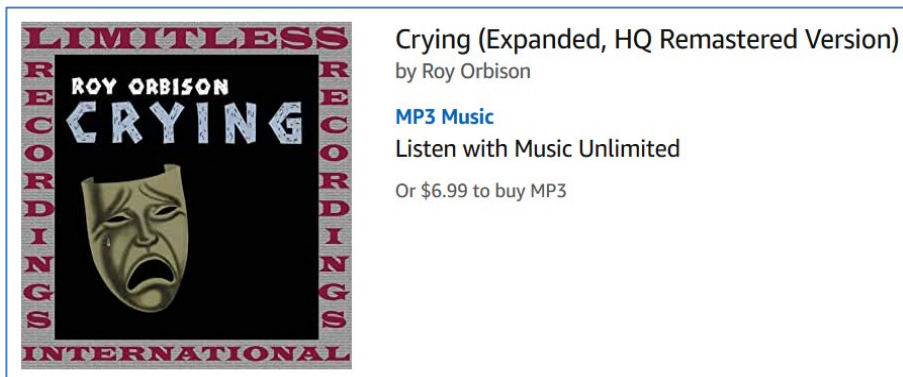
**prime** Get it as soon as **Tue, Dec 24**  
FREE Shipping on orders over \$25 shipped by Amazon



d. Bob Dylan's debut studio album, Bob Dylan:



e. Roy Orbison's Crying:



22. All of this should have made it obvious that Limitless is operating a huge music piracy operation. Valleyarm and Amazon chose to ignore the evidence of piracy and to participate in the infringement on a massive scale.

23. To put this case in context, in 2007, Jammie Thomas-Rasset, a single mother of four in Brainerd, Minnesota, was found liable, after three separate jury trials, for copyright infringement for using file sharing software that enabled the unauthorized downloading and distribution of 24 recordings by the Goo Goo Dolls and Def Leppard, among others. The juries awarded statutory damages in all three trials of up to \$80,000 per infringement. The Eighth Circuit Court of Appeals ultimately affirmed statutory damages in the amount of \$9,250 for each infringed



1 recording, for a total award of \$222,000. Ms. Thomas-Rassett declared bankruptcy as  
2 she had “no other option.”

3       24. In 2009, Joel Tenenbaum, a Massachusetts college student, who also  
4 used file-sharing software that permitted others to download 30 recordings by Limp  
5 Bizkit and Blink-182, was found liable and the jury awarded statutory damages of  
6 \$22,500 per recording, for a judgment that totaled \$675,000 forcing Mr. Tenenbaum  
7 to file for Chapter 7 bankruptcy.

8       25. Unlike Ms. Thomas-Rassett and Mr. Tenenbaum who were not alleged  
9 to have sold their infringing recordings or profited from their conduct, Defendants in  
10 this case have engaged in massive music piracy operation for the purpose of  
11 generating profits from their sales of pirated recordings and by other means.

12       26. The copyright infringement operation detailed in this Complaint is only  
13 the latest in a long line of piracy schemes that have plagued composers, publishers,  
14 and record labels since the inception of the music industry over 100 years ago, when  
15 the perforated rolls used by player pianos to perform musical works were pirated. See  
16 *Aeolian Co. v. Royal Music Co.*, 196 F. 926 (W.D.N.Y. 1912).

17       27. As the technology employed by the music industry to reproduce musical  
18 works advanced, bootlegging efforts by music pirates kept pace. In the 1960s and  
19 1970s, organized criminal enterprises engaged in record and tape piracy operations  
20 on a scale that is dwarfed by the infringing conduct explained herein. Like the  
21 Defendants in this case, the “tape pirates” and “record pirates” of years past  
22 unlawfully duplicated popular pre-existing recordings, and then claimed their liability  
23 was limited by the compulsory license provision of the 1909 Copyright Act, § 1(e).

24       28. The landmark case *Duchess Music Corp. v. Stern*, 458 F.2d 1305 (9<sup>th</sup> Cir.  
25 1972) settled the issue as to whether tape pirates could limit their liability for piracy  
26 under the compulsory license provision of the 1909 Copyright Act. In *Duchess*, the  
27 defendant tape pirate engaged in the same conduct identified in this Complaint, and  
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1 claimed her conduct was lawful because the compulsory license provision of the  
 2 Copyright Act authorized the reproduction and distribution of the musical works  
 3 embodied on the recordings she pirated. The Ninth Circuit rejected the argument,  
 4 stating, “She may not continue her piracy under the flag of compulsory licensing.”  
 5 The *Duchess* court concluded that the tape pirates’ activity was ineligible for a  
 6 compulsory license and that reproduction of a musical composition on a pirated  
 7 recording infringed the copyright in the composition, even when a compulsory license  
 8 was claimed.<sup>1</sup>

9       29. The holding in *Duchess* was codified when the Copyright Act was  
 10 revised in 1976. The statutory bar against compulsory licensing of pirated recordings  
 11 continues in the recent amendments to Section 115 of the Copyright Act, which  
 12 provides that reproduction and distribution of pirated sound recordings is not a  
 13 covered activity under Section 115 and is ineligible for a compulsory license.

14       30. Defendants are nothing more than modern tape pirates and their conduct  
 15 constitutes willful copyright infringement of the Subject Compositions in violation of  
 16 the United States Copyright Act [17 U.S.C. §§ 101, 106, 115, 501, 602 *et seq.*] (the  
 17 “Copyright Act”).

#### 18                                   ***Four Jays Music Company & Julia Riva***

19       31. Plaintiff Four Jays Music Company is a California corporation with a  
 20 principal place of business at 421 E. 6th St. in Los Angeles, California.

21       32. Plaintiff Julia Riva is Harry Warren’s granddaughter and the President  
 22 of Four Jays Music Company. Julia Riva is a resident of Los Angeles, California.

23 \_\_\_\_\_  
 24       <sup>1</sup> The criminal conduct of “tape pirates” became a priority of the Attorney General of the  
 25 United States, Edward H. Levi, in 1975 when the Justice Department determined that decisions  
 26 reached by four Circuit Courts of Appeals, including the Ninth Circuit in *Duchess*, rendered tape  
 27 pirates criminally liable even where the statutory royalty was tendered. See *Heilman v. Levi*, 391  
 28 F.Supp. 1106 (E.D.Wisc. 1975). Criminal copyright infringement sentences continue to this day.  
 See *Matter of Zaragoza-Vaquero*, 26 I&N Dec. 814 (BIA 2016)(defendant sentenced to 33 months  
 in prison and ordered to be removed from the United States for selling bootleg copies of music  
 CDs at a Florida flea market, as a crime involving moral turpitude).

*Amazon*

33. Upon information and belief, Defendant Amazon.com, Inc. is a corporation organized under the laws of the State of Delaware with a place of business at 410 Terry Ave. N Seattle, WA 98109.

34. Upon information and belief, Defendant Amazon Digital Services LLC is a limited liability company organized under the laws of the State of Delaware with a place of business at 410 Terry Avenue N, Seattle, WA 98109. Defendants Amazon.com, Inc. and Amazon Digital Services LLC are united in interest and shall be referred to, individually and collectively, as “Amazon”.

35. Amazon has owned and operated a digital music store under various names since 2007, including “Amazon MP3” at launch and currently, “Amazon Music Store” or “Digital Music Store” that sells permanent downloads. Amazon currently offers a catalog of over 40 million tracks for sale as permanent downloads in the U.S.

36. Amazon specifically selected and contracted with Valleyarm and/or Limitless to provide the Limitless digital music catalog to be sold through the Amazon music store on negotiated financial terms.

37. Amazon received all of the recordings of the Subject Compositions identified on Exhibit B from Limitless and/or Valleyarm. Amazon then reproduced, distributed and sold these pirated recordings of the Subject Compositions through the Amazon music store, without any licenses, as permanent downloads among other types of digital phonorecord deliveries identified herein.

*Valleyarm*

38. Upon information and belief, Defendant Valleyarm Digital Limited (“Valleyarm”) is a business entity organized under the laws of Australia with a place of business at Suite 1.09, 838 Collins Street, Docklands, VIC 3008, Australia.





1 phonorecord deliveries in Amazon's music store as specifically set forth in the  
2 annexed Exhibit B.

3 46. Upon information and belief, Limitless is simply duplicating recordings  
4 of the Subject Compositions made by others without permission and authorizing  
5 Valleyarm and Amazon to sell reproductions of the pirated copies for profit through  
6 the Amazon music store.

### 7 **Jurisdiction, Venue and Joinder**

8 47. This Court has personal jurisdiction over Defendants. Amazon has its  
9 principal place of business in Washington and all Defendants have purposefully  
10 availed or directed their infringing activities in Washington.

11 48. Further, Plaintiffs' copyright infringement claims arise out of (a) the  
12 reproduction and distribution of pirated recordings of the Subject Compositions listed  
13 in Exhibit B, occurring in Washington, directly by Defendants and/or at their  
14 purposeful direction and availment, including the sale of pirated recordings of Subject  
15 Compositions to Washington residents; or (b) transactions consummated within  
16 Washington between Valleyarm and Amazon, concerning reproduction, distribution  
17 and delivery of the pirated recordings of the Subject Compositions.

18 49. Limitless intentionally directed its distributor, Valleyarm, to distribute  
19 the pirated recordings to Amazon in Washington for sale through the Amazon music  
20 store.

21 50. Valleyarm and Limitless intentionally distributed and delivered the  
22 pirated recordings of the Subject Compositions identified in Exhibit B to Amazon,  
23 and unlawfully authorized Amazon to reproduce these pirated recordings of the  
24 Subject Compositions through the Amazon music store and to sell permanent  
25 downloads to Washington consumers.

26 51. Venue is proper in this District pursuant to 28 U.S.C §§ 1391(b), 1391(c)  
27 and 1400(a) because Amazon has its principal place of business in this state. In  
28

1 addition, Defendants are subject to personal jurisdiction in this Judicial District and  
2 have committed unlawful acts of infringement in this Judicial District.

3 52. Joinder of Limitless, Valleyarm and Amazon is proper under Fed. R. Civ.  
4 P. 20 because Defendants are jointly and severally liable as members of a distinct  
5 distribution chain for the acts of copyright infringement identified herein.

### 6 Harry Warren

7 53. Harry Warren (1893-1981) has perhaps contributed more to the great  
8 American songbook than any other songwriter in history. Warren was born to Italian  
9 immigrant parents in Brooklyn, New York. After serving in the US Navy in World  
10 War I, Warren began writing songs.

11 54. In the years 1931 to 1945, Warren wrote more hit songs than Irving  
12 Berlin. He was nominated for the Academy Award for Best Song eleven times (more  
13 than Berlin, George Gershwin, Cole Porter or Richard Rodgers) and won three Oscars  
14 for composing *Lullaby of Broadway*, *You'll Never Know*, and *On the Atchison, Topeka*  
15 *and the Santa Fe*.



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23 55. Warren wrote over 800 songs including *Chattanooga Choo Choo*, the  
24 first song to receive a gold record, presented by RCA Victor in 1942, for sales of 1.2  
25 million copies. Over the course of his career, Warren wrote 81 top 10 hits, including  
26 timeless classics such as *At Last*, *I Only Have Eyes For You*, *That's Amore*, *You Must*  
27 *Have Been A Beautiful Baby*, *Jeepers Creepers*, and *The Gold Diggers' Song (We're*  
28

1 *in the Money*). Warren was one of America's most prolific film composers, and his  
2 songs have been featured in over 300 films. Harry Warren was inducted into the  
3 Songwriters Hall of Fame in 1971.

#### 4 **Four Jays Music Company and Julia Riva**

5 56. In 1955 Harry Warren formed the Four Jays Music Company, a  
6 California corporation, to own the copyrights in his musical works.

7 57. Four Jays Music Company acquired the copyrights in the respective  
8 Subject Compositions by assignment from Harry Warren and third party music  
9 publishers, as well as by assignment by Harry Warren's wife, daughter, and  
10 grandchildren, who acquired the copyrights by termination notices timely served and  
11 filed with U.S. Copyright Office under Section 304 of the Copyright Act of 1976.

12 58. Plaintiff Four Jays Music Company is a legal owner of the U.S. copyright  
13 in certain of the Subject Compositions as identified in Exhibit A, along with all  
14 accrued causes of action.

15 59. Julia Riva is a legal owner of the U.S. copyright in certain of the Subject  
16 Compositions as identified in Exhibit A, along with all accrued causes of action, as a  
17 result of termination notices filed and served on or after January 1, 1997.

#### 18 **The Subject Compositions**

19 60. Plaintiffs are the owners of the musical compositions listed in the  
20 Composition Chart annexed as Exhibit A (collectively, the "Subject Compositions")  
21 that are the subject of this action.

22 61. The copyrights for all the Subject Compositions have been registered and  
23 renewed with the U.S. Copyright Office, and each Subject Composition is the subject  
24 of a valid U.S. copyright. The Composition Chart annexed as Exhibit A identifies the  
25 copyright registration numbers for each of the Subject Compositions.

26 62. Plaintiffs are the owner of a share in each of the Subject Compositions  
27 in the percentages listed on Exhibit A.





1 them as required by Section 115 (discussed below), and the copyright owners of the  
2 Subject Compositions.

3       69. Defendants all generate illicit revenue for themselves when these and  
4 other pirated copies are sold or distributed. Plaintiffs have not authorized any  
5 reproduction or distribution of these pirate recordings of the Subject Compositions  
6 (or any identified on Exhibit B) and it is an infringement for which all the Defendants  
7 are jointly and severally liable.

### 8                                   **The Pirated Recordings**

9       70. All of the recordings identified in Exhibit B are pirated. Defendants have  
10 taken recordings of the Subject Compositions – in which they hold no rights – and  
11 reproduced and distributed pirated copies of them to the public, for profit, without  
12 authorization.

13       71. Virtually all of the recordings at issue in this case were originally made  
14 between 1923 and 1972.

15       72. Since Limitless did not originally “fix” any of the relevant recordings,  
16 the only way for it to acquire the rights to duplicate and distribute them would be to  
17 purchase or license rights in these recordings.

18       73. Upon information and belief, Limitless never acquired permission or the  
19 rights to reproduce or distribute any of these recordings from any person who lawfully  
20 fixed them or from the owner of the copyright in the sound recording. Limitless is  
21 simply duplicating previously released recordings and selling them as if they were the  
22 rightful owner. Valleyarm and Amazon are duplicating Limitless’s pirated sound  
23 recordings of the Subject Compositions and selling the pirated copies for profit.

**Defendants Have Infringed the Subject Compositions**

74. Section 115 of the Copyright Act expressly excludes Defendants' reproduction and distribution of pirated recordings of the Subject Compositions as a covered activity eligible for a compulsory license under Section 115 and Defendants have failed to obtain any licenses for the Subject Compositions that authorize such activity.

75. The Infringement Chart annexed as Exhibit B sets forth (1) each pirated recording of the Subject Compositions within the Limitless, Valleyarm, Amazon distribution chain thus far identified by Plaintiffs that these Defendants have reproduced, distributed, and/or made available for digital phonorecord deliveries in Amazon's digital music store without authorization.

76. The various types of unauthorized reproductions, distributions, and/or digital phonorecord delivery configurations of each of the pirated recordings of the Subject Compositions made and/or authorized by Defendants are discussed briefly below.

***Permanent Downloads***

77. Permanent download means a digital transmission of a sound recording of a musical work in the form of a download, where such sound recording is accessible for listening without restriction as to the amount of time or number of times it may be accessed.

78. Amazon has made available, reproduced, and distributed permanent downloads of the recordings of the Subject Compositions listed on Exhibit B to its customers.

79. Amazon was unlawfully authorized and directed to do so by Limitless and/or Valleyarm.

80. Reproducing or distributing permanent downloads of recordings of the Subject Compositions require licenses from the copyright owners of the Subject

1 Compositions and all of the Defendants failed to obtain such licenses for each entry  
2 on the Infringement Chart at Exhibit B.

3 81. The reproduction and distribution of permanent downloads of  
4 recordings of the Subject Compositions by Amazon, and the authorization of this  
5 activity by Limitless and Valleyarm, infringes Plaintiffs' exclusive reproduction and  
6 distribution rights under 17 U.S.C. § 106(1) and (3).

7 ***Promotional Clips***

8 82. Defendant Amazon has a feature in its online music store that allows  
9 users to interactive stream a sample, promotional clip, of the recordings that are  
10 available for sale as permanent downloads.

11 83. These promotional clips are 30–90 seconds long and their purpose is to  
12 encourage the purchase of the tracks as permanent downloads.

13 84. Amazon has distributed copies of the recordings of the Subject  
14 Compositions identified on Exhibit B as promotional clips in its online music store.

15 85. These promotional clips of recordings of the Subject Compositions are  
16 interactive streams that require a license from the copyright owners of the Subject  
17 Compositions and Defendants all failed to obtain such licenses for each entry on the  
18 Infringement Chart annexed as Exhibit B.

19 86. Defendants reproduction and distribution of promotional clips of pirated  
20 recordings of the Subject Compositions, and authorization of this activity by the  
21 respective Pirate Label and Distributor Defendants, infringes Plaintiffs' exclusive  
22 reproduction and distribution rights under 17 U.S.C. § 106(1) and (3).

***Server Copies***

87. Amazon has reproduced at least one copy of each recording of the Subject Compositions identified on Exhibit B on its servers for sale of permanent downloads on Amazon as server copies.

88. Amazon was unlawfully authorized to engage in this activity by Limitless and/or Valleyarm.

89. Making server copies of any of the recordings embodying the Subject Compositions identified on Exhibit B requires a license from the copyright owners of the Subject Compositions.

90. All Defendants failed to obtain such licenses for each of the recordings embodying the Subject Compositions identified on Exhibit B.

91. Amazon's reproduction of server copies of pirated recordings of the Subject Compositions for sale of permanent downloads on Amazon, and authorization of this activity by Limitless and Valleyarm, as well the distribution of the server copies of pirated recordings of Subject Composition to Amazon, by Limitless and/or Valleyarm, infringes Plaintiffs' exclusive reproduction and distribution rights under 17 U.S.C. § 106(1) and (3).

***Making Available***

92. Defendants have made and continue to make available, or authorize making available, permanent downloads of the recordings of the Subject Compositions identified on Exhibit B to the public by delivering, uploading and/or offering them as permanent downloads on Amazon.

93. The Defendants' making available recordings of the Subject Compositions identified on Exhibit B for permanent downloads, and authorization of this activity, by Limitless and/or Valleyarm, requires a license from the copyright owners of the Subject Compositions





1           100. The infringing conduct of all of the Defendants is willful. Limitless  
2 knows that it does not have authority to reproduce, distribute or for importation of the  
3 recordings of the Subject Compositions listed on Exhibit B, or to authorize these  
4 actions by Valleyarm and Amazon. Limitless has pirated thousands of recordings and  
5 sold them in the United States through on Amazon.

6           101. Similarly, Valleyarm did not perform any investigation or due diligence  
7 to confirm that Limitless had authorization to reproduce, distribute, make, or  
8 authorize the making of digital phonorecord deliveries, or the importation, of the  
9 recordings of the Subject Compositions identified on Exhibit B.

10           102. In fact, Valleyarm has had knowledge of the infringing conduct of  
11 Limitless and has nevertheless continued to make digital phonorecord deliveries and  
12 other reproductions and distributions of the pirated recordings of the Subject  
13 Compositions that Limitless provides without any licenses, and/or were recklessly  
14 indifferent or willfully blind to their own infringing conduct.

15           103. Further, Amazon has had knowledge of its own infringing conduct and  
16 that of Limitless and Valleyarm and has continued to work with them and make digital  
17 phonorecord deliveries and other reproductions and distributions of the pirated  
18 recordings of the Subject Compositions that Limitless and Valleyarm provide and/or  
19 were recklessly indifferent or willfully blind to their own infringing conduct.

20           104. Finally, Amazon has willfully failed to employ adequate human  
21 resources, screening mechanisms, or use of digital fingerprinting technology to detect  
22 unlawfully duplicated recordings in their stores that it routinely uses for other  
23 services, for example, YouTube, or the on Amazon “scan and match” service.

24           105. In addition to the recordings identified on Exhibit B, there are believed  
25 to be many other pirated recordings of the Subject Compositions that Defendants have  
26 reproduced and distributed without authorization that Plaintiffs have not yet identified  
27 or that are no longer available on Amazon.

1        106. The infringement by Defendants of each Subject Composition on each  
2        pirated recording identified in the Infringement Chart at Exhibit B began as of the  
3        date of upload, receipt, delivery to and/or reproduction by Amazon of server copies  
4        of the pirated recordings of the Subject Compositions designated for reproduction and  
5        distribution by Limitless and/or Valleyarm on Amazon and continues to the present.  
6        The infringements identified in Exhibit B all occurred within three years of filing this  
7        Complaint.

8        107. By their conduct described above, Defendants have infringed and are  
9        continuing to infringe Plaintiffs' copyrights on a regular basis in violation of 17  
10       U.S.C. §§ 101, 106, 115, 501, 602 *et seq.*

11       108. As a direct and proximate result of Defendants' infringement, Plaintiffs  
12       are entitled to elect either an award of actual damages, including Defendants' profits,  
13       or statutory damages under 17 U.S.C. § 504(c).

14       109. Defendants' infringement is and has been willful, intentional, purposeful  
15       and with willful disregard of the rights of Plaintiffs. Anything less than maximum  
16       statutory damage awards would encourage infringement, amount to a slap on the  
17       wrist, and reward Defendants for their willful infringement on a grand scale.

18       110. Plaintiffs are also entitled to their costs, including reasonable attorneys'  
19       fees, pursuant to 17 U.S.C. § 505.

20       111. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a permanent  
21       injunction prohibiting Defendants from reproducing, distributing, importing and  
22       selling the pirated recordings of the Subject Compositions without license or  
23       authorization in violation of the Copyright Act.

24                                    **Claim for Copyright Infringement Against**  
25                                    **Amazon, Valleyarm, and Limitless**

26       112. Plaintiffs repeat each and every allegation of the Complaint.  
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113. Plaintiffs Four Jays Music Company and Julia Riva claim that Defendants Amazon, Valleyarm, and Limitless have unlawfully reproduced, distributed, and imported unauthorized recordings embodying the Subject Compositions including, but not limited to, the recordings identified in Exhibit B by the methods identified herein, and/or have unlawfully directed or authorized this activity.

114. Defendants have thereby willfully infringed, and are continuing to infringe, Plaintiffs' copyrights in the Subject Compositions in violation of the Copyright Act.

### **Prayer for Relief**

WHEREFORE, Plaintiffs respectfully request that judgment be entered against Defendants, jointly and severally, as follows:

1. A declaration that Defendants have infringed Plaintiffs' copyrights in the Subject Compositions in violation of the Copyright Act;
2. A declaration that each of Defendants' infringements was willful;
3. At Plaintiffs' election, an award of Plaintiffs' actual damages, including Defendants' profits, or a separate award of statutory damages in amounts to be determined by the jury for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally;
4. A permanent injunction barring the Defendants from continued infringement of Plaintiffs' copyrights in the Subject Compositions pursuant to 17 U.S.C. § 502; and
5. Reasonable attorneys' fees and costs of this action, statutory pre-judgment interest, and such other relief as this Court may deem just and proper.



1 Dated: New York, New York  
2 January 20, 2020

3 Respectfully submitted,

4  
5 By: s/ Philip P. Mann

6 Philip P. Mann, WSBA No: 28860

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**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38(b), Local Civil Rule 38, and otherwise, Plaintiffs respectfully demand a trial by jury on all issues so triable.

DATED: January 20, 2020

Respectfully submitted,

By: s/ Philip P. Mann

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